

CMRAO Complaint Form – Detailed Submission

Licensee(s) Named: Noah Johnston (Vice President / COO, Sentinel Management Inc.) and Sentinel Management Inc.

Complainant: Robert Ty, former director and unit owner, OCSCC No. 1106 (Claridge Moon Condo)

Date of Submission: May 21, 2026

A. Executive Summary

I respectfully request that the CMRAO investigate Noah Johnston and Sentinel Management for multiple violations of the Condominium Management Services Act, 2015 and the Code of Ethics (Ontario Regulation 3/18). The licensee demanded and received \$1,769.58 from my condominium corporation for his personal attendance as a summoned witness – a payment with no legal basis, as he had already received the \$50 witness fee required by law. This demand was part of a broader pattern of retaliation, collusion with the board, and previous misleading statements to the CMRAO. Attached are eight documentary exhibits that prove my allegations.

B. Chronology and Documentary Evidence

Document 01 – Sentinel Removed as Manager (June 23, 2025)

The board formally replaced Sentinel with Condominium Management Group (CMG). This proves that by February 2026, Sentinel had no management contract and was a former service provider. Yet the board later paid Sentinel's improper invoice.

Document 02 – Noah Johnston Summoned as Witness (October 24, 2025)

A valid Summons to Witness was personally served on Johnston, along with \$50 attendance money – the full legal compensation for a witness under the *Small Claims Court* rules. This establishes that Johnston's court attendance was a legal duty, not a billable service.

Document 03 – My Affidavit (December 15, 2025)

This sworn statement details:

- The board's lawyer, Christy Allen, provided false and misleading information to the CMRAO in prior complaint CN-007426 (e.g., falsely claiming the 5% surcharge was authorized, that I was invited to interview the superintendent, and that Tarion documents were satisfactory).
- Sentinel and the board colluded to shift shared-facility costs to the corporation, contrary to the Shared Facilities Agreement.
- Sentinel's president, Cindy Johnston, threatened legal action against me after I filed my first CMRAO complaint.

This prior misconduct is relevant context for the current complaint.

Document 04 – Trial Transcript (February 23, 2026)

Under oath, Noah Johnston admitted:

- He conducted **no investigation** into Fursan Albakhit's false claim that I made a threatening phone call.
- He did not ask Albakhit for the date, time, or phone records; he did not ask me for my side.
- He forwarded the defamatory email to the entire board **within eight minutes** of receiving it, without any verification.
- He has **no evidence** that the alleged phone call ever occurred.
- He confirmed that I had filed a CMRAO complaint against Sentinel just 10 days before Albakhit's email.

These admissions demonstrate reckless indifference to the truth, which constitutes malice and a breach of the licensee's duty to act with integrity.

Document 05 – Board Minutes (February 27, 2026)

The board directed management to "request a detailed Sentinel breakdown of billed hours for preparation and attendance to the defamation trial prior to payment." This proves the board was actively processing Sentinel's invoice, treated it as non-routine, and required justification – yet they later approved payment without any legal basis.

Document 06 – Melvin Lee's Demand (February 23, 2026)

A current board director, Melvin Lee, demanded \$1,500 from me for his witness attendance, stating that he "understood that an invoice has been prepared by Sentinel Management." This shows that Sentinel's invoice was known to the board on the day of trial and was used as a precedent for further improper demands. Lee's demand was baseless (the judge ruled his attendance unwarranted), yet Sentinel's invoice was still paid.

Document 07 – Sentinel Invoice (February 23, 2026)

The invoice seeks \$1,769.58 for "Additional time for N. Johnston to prepare for and attend small claims matter against former employee of the [condo] Corporation." Breakdown: 7.5 hours × 200/hour + travel + HST.

- No contract clause authorizes billing for personal court attendance.
- The description misrepresents a personal lawsuit as a corporate matter ("former employee").
- The \$50 witness fee already paid is the exclusive legal compensation.
- The invoice was sent to the corporation, not to me, attempting to force all unit owners to bear the cost.

A cover letter from CMG (same document) confirms the board approved payment on April 14, 2026 – nearly two months after the trial.

Document 08 – My Investigation Email (May 20, 2026)

I formally requested records and asked the board to explain the legal basis for the payment, warning that I would file a CMRAO complaint if not reversed. The board failed to provide any legal justification and did not reverse the charge. This demonstrates my good-faith effort to resolve the matter internally before seeking regulatory intervention.

C. Specific Violations of the CMRAO Code of Ethics

Code Section	Violation	Evidence
s. 4 – Honesty and Integrity	Johnston forwarded a false, uninvestigated accusation to the board, damaging my reputation, and then billed the corporation for his own court attendance arising from that falsehood.	Docs 02, 04, 07
s. 6 – Excessive Fees	\$1,769.58 for a witness appearance is grossly excessive compared to the \$50 attendance fee. The 7.5 hours of “preparation” is arbitrary and unjustified.	Docs 02, 07
s. 8 – Conflict of Interest	Johnston billed his former client (the corporation) for a personal legal matter, putting his own financial interest above the corporation’s.	Docs 01, 07
s. 10 – Taking Advantage of Position	Johnston used his former role as manager to pressure the board into paying an invoice that no reasonable person would pay.	Docs 05, 07
s. 12 – Retaliation	The invoice was sent only 10 days after I filed a CMRAO complaint against Sentinel (Doc 03) and after Johnston admitted he had no evidence of the phone call (Doc 04).	Docs 03, 04, 07
s. 18 – Compliance with Law	The invoice violates the Courts of Justice Act and Small Claims Court rules, which limit witness fees to \$11 per day plus travel costs.	Doc 02, 07

D. Collusion Between Sentinel and the Board

The documents collectively show that the board of OCSCC 1106 actively facilitated Sentinel's improper demand:

- The board requested a "detailed breakdown" (Doc 05) instead of rejecting the invoice outright.
- The board approved payment on April 14, 2026 (Doc 07), despite having no legal obligation and despite my objection (Doc 08).
- A board director (Melvin Lee) used Sentinel's invoice as justification for his own baseless demand (Doc 06).

While the CMRAO's primary jurisdiction is over licensees, the board's complicity is relevant to show that Sentinel's conduct was not a one-time error but part of a coordinated effort to punish a whistleblower. I request that the CMRAO investigate Sentinel's role in this collusion and, if appropriate, refer the board's conduct to the Condominium Authority Tribunal.

E. Prior CMRAO Complaint (CN-007426)

In that complaint, the CMRAO closed the file based partly on false and misleading statements submitted by the board's lawyer, Christy Allen (Doc 03, paras 11-12). Those falsehoods included:

- Claiming the 5% surcharge was authorized (it was not).
- Claiming the board (including me) was involved in hiring the superintendent (contradicted by board minutes and Sentinel's own letter).
- Omitting that Taron had rejected the warranty form due to missing signatures.

I raise this not to reopen the old complaint, but to demonstrate a **pattern** of Sentinel and its agents providing inaccurate information to the CMRAO and using corporate resources to retaliate against me. The current invoice is a direct continuation of that pattern.

F. Requested Relief

I respectfully ask the CMRAO to:

1. **Investigate** Noah Johnston and Sentinel Management for all violations listed above.
2. **Order Sentinel Management** to reimburse OCSCC 1106 the full \$1,769.58 plus interest, as the payment was improper and without legal authority.
3. **Impose sanctions** on Noah Johnston, including but not limited to:
 - A formal reprimand;

- Mandatory ethics training;
 - A monetary penalty (administrative penalty); and/or
 - Suspension or conditions on his licence, given the repeated misconduct.
4. **Refer the board's conduct** to the Condominium Authority Tribunal or other appropriate body for review of their fiduciary breaches.
 5. **Request that Sentinel produce** the "detailed breakdown" of 7.5 hours of preparation (referenced in Doc 05) and any communications between Sentinel and board members regarding this invoice.

G. Conclusion

This is not a frivolous complaint. I have provided eight documentary exhibits, sworn testimony, and a clear timeline showing that a licensed condominium manager demanded and received payment for a legal duty, in retaliation for my prior complaints, with the active cooperation of the condominium board. The CMRAO has a mandate to protect condominium owners from unethical management practices. I urge you to exercise your enforcement powers to stop this conduct and to send a clear message that licensees cannot abuse their position to enrich themselves at the expense of owners.

I am available to provide any further information or to attend an interview. Thank you for your attention to this serious matter.

Signed,



Robert Ty (Unit Owner and Former Director, OCSCC No. 1106)
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